



## Prototype Joint Agreement

Used When a School Agency Purchases Meals From Another School Agency

PI-6301 (Rev. 04-14)

Purchasing SFA 6 digit Agency Code

123456

This Agreement is made between **School District A, 123 Badger Drive, Somewhere, WI 53700** hereinafter referred to as "Purchaser" and **School District B, 123 Big Red Drive, HomeTown, WI 53700** hereinafter referred to as "Seller."

Parties to this agreement are School Food Authorities which means a school which is responsible for the administration of one or more schools; and has the legal authority to operate a Child Nutrition Program.

Prior to submitting claims to the Department of Public Instruction (DPI), parties to this Joint Agreement shall have an agreement/application approved by the DPI. Both Parties shall submit separate claims for reimbursement to the DPI for the meals served to students on "Schedule A (respective school agencies)" of their approved agreement/application. This Joint Agreement shall not include the transfer of any responsibility that the Purchaser or Seller has under its approved DPI agreement/application.

Furthermore, this agreement sets forth the terms and conditions upon which the Purchaser will purchase meals from the Seller and the Seller will provide meals for the Purchaser's nonprofit food service program. The Purchaser and Seller agree to abide by the rules and regulations governing the Child Nutrition Programs and operate in accordance with responsibilities described in the Permanent Agreement/Policy Statement issued by DPI, in accordance with federal regulations including policy and instructions issued by the United States Department of Agriculture (USDA). The applicable regulations are 7 CFR 210 (National School Lunch Program); 7 CFR 215 (Special Milk Program); 7 CFR 220 (School Breakfast Program); 7 CFR 245 (Determining Eligibility for Free and Reduced Price Meals and Free Milk); 7 CFR 250 (Food Distribution Program); 7 CFR 225 (Summer Food Service Program for Children); and 7 CFR 3052 (audit requirements).

This agreement is entered into and shall become effective **June 15, 2014** and it shall remain in effect until **June 14, 2015**. This agreement is effective for the **2014-15** school year.

**Whereas,** The Purchaser desires the Seller to provide meals;

**Whereas,** The Purchaser will need to serve meals on every full day of school; and

**Whereas,** The Seller is willing to provide such services to the Purchaser on a fixed fee basis;

**Therefore,** both parties hereto agree as follows:

Meals will be **delivered to** the Purchaser at the following address at or before scheduled time listed below. For more than one location, see **School Locations**.

delivered to picked up by	First & Last Name	Phone Area Code/No.	Fax Area Code/No.	Email Address
		(608) 608-1234	(608) 608-5678	jane.doe@ schooldistrictA.edu
Street Address	City	State	Zip	
123 Badger Drive	Somewhere	WI	53700	

Schedule Complete this section with days of the week and times meals are required for delivery or pick up.

**Breakfast, lunch, and snacks will need to be delivered Monday - Friday between the times of 6:30 AM - 7:00 AM.**

The fixed price per meal listed below is agreed upon by both parties as if no USDA Foods were used. The fixed price per meal to be paid by the Purchaser shall be:

Breakfast	
Price Per Meal	<input checked="" type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk
\$1.50	
Lunch	
Price Per Meal	<input checked="" type="checkbox"/> Includes Milk <input type="checkbox"/> Will Not Include Milk
\$2.75	
After School Snack Program	
Price Per Meal	<input type="checkbox"/> Includes Milk <input checked="" type="checkbox"/> Will Not Include Milk
\$1.00	

The purchase price shall also include (List the ancillary items that will be included in the purchase price. For example: delivery, paper plates, plastic flatware, straws, napkins, etc.):

**Delivery, paper plates, plastic flatware, straws, and napkins.**

Using mouse -  
click on each area  
and enter or select  
relevant  
information.

Select either;  
"delivered to" or  
"picked up by".

Complete this section  
with appropriate contact  
information and  
schedule for deliveries  
or pick up.

By clicking on each area  
add pricing and what  
shall be included in the  
price.

1. The Purchaser agrees to buy and the Seller agrees to sell meals meeting applicable USDA nutritional requirements.
2. The per-meal charge to the Purchaser shall reflect the Seller's meal production costs.
3. The meals purchased will be served at: **Breakfast 8AM, lunch 11AM, and snack 3PM**
4. The Purchaser will inform the Seller via (Choose the method that SFA will use to inform Seller.) **email** of the number and type of meals to be provided **weekly**.
5. The Purchaser will pay the Seller the price agreed to in this agreement for only the meals received by Seller and received by Purchaser and Seller so as to sufficiently cover the Seller's cost to provide meals.
6. Upon receipt of the meals by Purchaser, a designated representative will sign for the meals received and document information, such as food temperatures, as required by the Purchaser's "Food Safety Plan." One copy of the signed delivery receipt will be given to the Purchaser. A copy will be retained by the Seller. Accurate daily records of meals and portion sizes served will be maintained by the Purchaser.
7. Seller will provide the Purchaser an invoice on a monthly basis. Purchaser will pay invoices within **15** days of receipt.
8. The Seller guarantees that the meals will be wholesome and suitable for human consumption.
9. The Seller will not be held liable for any injury, illness or other affliction resulting from the Purchaser's negligence.
10. Purchaser will provide Seller a schedule of days that Purchaser will need meals.
11. Purchaser will provide Seller **2** days notice of changes to this schedule.
12. The Seller shall comply with all other requirements of their DPI agreement/application as it produces and makes available meals to the Purchaser, including providing the Purchaser with daily production/transport sheets indicating how menu items contribute to meal pattern requirements and supporting documentation for contribution.
13. The Purchaser will make monthly reimbursement claims for all allowable meals served.
14. Conflict in meals service calendars; meals must be offered each school day, when SFA is in session a full day, in accordance with the established meal patterns and requirements as defined in the 2010 HHFKA for the National School Lunch Program (NSLP) and School Breakfast Program (SBP) and 7 CFR 225 for the Summer Food Service Program (SFSP). In the event the Seller is not preparing meals on a day(s) Purchaser will need to offer meals, both parties agree to the following;
 

☐ Seller will not be able to provide meals to Purchaser on a day(s) that Seller schools are not in session or preparing meals.  
 OR  
☒ Seller will always provide meals to Purchaser regardless of calendar conflicts.  
 OR  
☐ Seller will deliver bagged lunches on day(s) the Purchaser is offering meals but the Seller is not. For extended periods of time, three (3) or more days, Seller will provide a combination of warm pre-packed meals and bagged lunches for days the Purchaser is offering meals but Seller is not; these meals will be delivered twice each week. Dates and times for delivery of these meals will be agreed to by both parties.  
 OR  
☐ Other Specify terms:
15. Other obligations agreed to between the Seller and Purchaser under the contract is limited to the following:  

None.

email  
 fax  
 telephone

Select contact method; "email", "fax" or "Telephone".

Using mouse - click on each area and enter or select relevant information.

Using mouse - click on option that best represents how meals will be provided when you have a conflict in calendar and availability of meals to be purchased. The fourth option is open if the other options are not applicable.

Using mouse - click here to add any additional obligations.

**A. USDA Foods**

If Purchaser desires to participate in the USDA Foods Program and the Seller agrees to use USDA Foods in accordance with federal and state regulations, then both the Purchaser and Seller will need to sign the "Addendum to the Prototype Joint Agreement For Participation in USDA Foods Program".

Note – See Addendum for participation in USDA Foods, if applicable.

**B. Termination**

- Mutual Agreement Termination:** With mutual agreement of both parties to this agreement, upon receipt and acceptance not less than sixty (60) days of written notice, this agreement may be terminated on an agreed upon date before the end of the agreement period without penalty to either party.
- Nonperformance of Agreement and Termination:** Except as may be otherwise provided by this agreement, this agreement may be terminated in whole or in part by either party in the event of failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party; provided that no such termination may be implemented unless and until the other party is given at least sixty (60) days written notice (delivered by certified mail, return receipt requested) of intent to terminate.
- Termination for Convenience:** The SFA may terminate this agreement prior to the expiration of the term, without cause and without penalty, upon sixty (60) days written notice to the Vendor.
- Final Payments:** Upon any termination of this agreement, the Purchaser will pay for all meals received by Purchaser, including meals received up to the effective date of termination.
- Modifications to DPI Template Agreement.** DPI requires the use of a template "Joint Agreement" when the SFA contracts with an organization to provide meals and related services. The SFA is allowed to make changes to the terms and conditions of the Joint Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the SFA to complete the Attachment A titled, "Modifications to DPI's template: JOINT AGREEMENT", if the SFA decides to modify the terms and conditions of the template Joint Agreement.

DPI is not a party to any contractual relationship between School Food Authorities (SFAs). DPI is not obligated, liable or responsible for any action or inaction taken by an SFA based on this prototype contract. DPI's review of the contract is limited to assuring compliance with federal and state procurement requirements. The DPI does not review or judge the fairness, advisability, efficiency, or fiscal implications of the contract.

Note – attachment is required if selling school will be utilizing purchasing school's USDA Foods in preparation of meals.

AUTHORIZED REPRESENTATIVE SIGNATURES		
Name of Authorized Representative / Purchaser		Title
Jane Doe		Director of Food Services
Signature of Authorized Representative / Purchaser		Date Signed Mo./Day/Yr.
➤		
Name of Authorized Representative / Seller		Title
Will Willson		Director of Food Services
Signature of Authorized Representative / Seller		Date Signed Mo./Day/Yr.
➤		

Purchasing and Selling school will need to sign and date after entering relevant information.

**Attachment A****Modifications to DPI's template  
"JOINT AGREEMENT"**

DPI requires the use of a template "Joint Agreement" when the SFA contracts with an organization to provide meals and related services. The SFA is allowed to make changes to the terms and conditions of the Joint Agreement with approval by DPI. In order to facilitate a process for tracking these changes, DPI requires the SFA to complete the attachment A titled, "Modifications to DPI's template: JOINT AGREEMENT", if the SFA decides to modify the terms and conditions of the template Joint Agreement.

Any modifications listed below as "Modification Item (#)" will modify the terms and conditions of the Joint Agreement titled, "JOINT AGREEMENT".

The SFA wishes to make to following changes; SFA will list below any modifications to the template agreement.

Modification Item 1			
Section	Subsection(s)	Page No.	Modification

Modification Item 2			
Section	Subsection(s)	Page No.	Modification

Modification Item 3			
Section	Subsection(s)	Page No.	Modification

Modification Item 4			
Section	Subsection(s)	Page No.	Modification

Use this page for  
making  
modifications to  
the Joint  
Agreement.

## Addendum to the Prototype Joint Agreement For Participation in USDA Foods Program

This addendum to the "Prototype Joint Agreement" is for the purpose of participation in the USDA Foods Program. By signing this addendum to the "Prototype Joint Agreement for Participation in the USDA Foods Programs", Purchaser and Seller, as defined in the Prototype Joint Agreement agree to the following:

- 1. USDA Foods Allocation:** USDA Foods allocated to both the Seller and the Purchaser will be delivered to and utilized by the Seller equitably for lunches served to students in the Seller and Purchaser schools. USDA Foods orders will be placed by the Seller. The Purchaser's monthly USDA Foods handling charges (including storage, delivery (if applicable), administration and processing fees (if applicable)) will be deducted by DPI from the Purchaser's monthly federal reimbursement.
- 2. Discloser USDA Foods Handling Charges:** The Purchaser's monthly USDA Foods handling charges will be deducted from the Seller's monthly meal invoice. Through mutual agreement by Purchaser and Seller, parties shall designate who will be responsible for providing the USDA Foods handling charge invoice documentation.

- 3. Modified Fixed Price Per Meal:** The modified fixed price per meal listed below is an estimated price per meal agreed to by both parties which includes the use of USDA Foods.

Lunch	
Modified Fixed Price Per Meal	Includes the estimated value of USDA foods to prepare each meal.
2.50	Modified Fixed Price Per Meal is calculated by taking the price per meal listed on page one of the "Prototype Joint Agreement" minus the estimated entitlement value of USDA Foods per meal.

- 4. \*Year-End/Agreement Ending Reconciliation:** A Year-End/Agreement Ending reconciliation shall be conducted by the Purchaser to ensure and verify correct and proper credit has been received for the full value of all USDA Foods received by the Seller. The Purchaser reserves the right to conduct USDA Foods credit audits throughout the year to ensure compliance with federal regulations.

\*Year-End/Agreement Ending Reconciliation is completed by comparing the total USDA Foods credited already provided by the Seller for the contract period to the "Total Value Received" listed on the Commodity Allocation Receipt Summary (CARS) Report. A copy of the CARS report must be obtained from the Wisconsin USDA Foods Ordering System. Based on this year-end/agreement ending reconciliation, the Seller must provide the Purchaser with the appropriate outstanding adjustment, if any.

- 5. Sellers Contracted with a Food Service Management Company (FSMC):** If Seller has contracted with a FSMC, the Seller may opt to utilize an alternative crediting method. If utilizing an alternative crediting method, the Seller must explain in detail how the crediting will occur and provide the name of the Seller's FSMC. The alternative crediting method will need to be approved by the DPI prior to the signing of the Prototype Joint Agreement. Email Randy Jones, Contract Specialist, at [randall.jones@dpi.wi.gov](mailto:randall.jones@dpi.wi.gov), for approval to use this crediting method. This approved alternative crediting method must be labeled as "Exhibit A; Alternative Crediting Method for USDA Foods," and must be attached to this addendum, *Addendum to the Prototype Joint Agreement For Participation in USDA Foods Program*.

- 6. Agreement Termination and USDA Foods:** Upon termination, agreement ending reconciliation shall be conducted by the Purchaser to ensure and verify correct and proper credit has been received for the actual value of all USDA Foods received by the Seller.

### AUTHORIZED REPRESENTATIVE SIGNATURES

WE, THE SELLER AND PURCHASER, HEREBY ACKNOWLEDGE, by signing and dating this addendum, that we agree to the terms and conditions as described herein.

Name of Authorized Representative / Purchaser	Title	
Jane Doe	Director of Food Services	
Signature of Authorized Representative / Purchaser	Date Signed Mo./Day/Yr.	
➤		
Name of Authorized Representative / Seller	Title	
Will Willson	Director of Food Services	
Signature of Authorized Representative / Seller	Date Signed Mo./Day/Yr.	
➤		

Purchasing Agency complete in triplicate—submit one copy to DPI, one copy to the Selling Agency, and retain a file copy.

Please Note – Handling Charges reimbursement is a separate process from the "entitlement value of USDA Foods per meal" crediting process.

Enter estimated or modified fixed price per meal when utilizing USDA Foods.

By using a modified price, it will help reduce the amount of adjustment needed, if any, at year-end reconciliation of USDA Foods utilized to prepare meals.

Note – If selling school uses a Food Service Management Company.

Purchasing and Selling school will need to sign and date after entering relevant information.